12/15/86

Docket 4840
12/18/86

BOSTON REDEVELOPMENT AUTHORITY
DECEMBER 18, 1986
DEVELOPMENT IMPACT PROJECT PLAN
420 BOYLSTON STREET
BOSTON PROPER

Developer: A.W. Perry, Inc.

Architect: Notter Finegold + Alexander of Boston, Massachusetts.

Site Description: Approximately 17,788 square feet of land bounded by Boylston, Berkeley and Providence Streets and the westerly sideline of 410 Boylston Street in the Back Bay District of Boston. A six-story structure, constructed in 1905, with a glazed terra cotta facade, is located on the site. A site survey for the development is attached as Exhibit A. The Developer has fee title to the site. The site is located in the Boylston Street Interim Planning Overlay District, the Boylston Street historic district and has been designated a Boston landmark.

Location and Appearance of Structure: The Developer plans to substantially rehabilitate the existing building located at 420 Boylston Street in the Back Bay section of Boston. In connection with such rehabilitation, the Developer intends to rebuild a roof-top balustrade, originally installed on the building but removed approximately 50 years ago. A new seventh floor penthouse will also be constructed. A portion of an existing airwell, consisting of approximately one-third of the frontage on the Providence Street service side of the building, will be constructed as new space, providing new elevator shafts and circulation patterns suitable for contemporary office uses. The gross floor area of the building shall be increased from 93,275 square feet to 113,730 square feet, with the retail gross floor area declining from 14,063 square feet to 12,965 square feet. The building will not exceed a height of 95 feet to the parapet, excluding a portion of the Boylston Street balustrade.

General Description of Development and Uses: 420 Boylston Street, when rehabilitated will contain approximately 113,730 square feet of gross floor area as defined by the Boston Zoning Code. Approximately 12,965 square feet of the total will be dedicated to ground floor retail use and the balance to first class office use. Service and delivery to the development will be by means of an existing loading area on Providence Street. The Developer intends to improve sidewalks adjacent to the site on each of Boylston, Berkeley and Providence Streets.

Estimated Construction Time: Construction is scheduled to begin in January, 1987, with project completion anticipated for November, 1987.

Projected Number of Employees: The Developer estimates that approximately 250-300 jobs will be created in the 11-month construction period. After completion, 420 Boylston Street will house approximately 575 to 700 permanent employees. The Developer has agreed to formulate an Employment Opportunity Plan, which will detail Developer's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created in the project will be made available to Boston residents.

Development Impact Project Agreement: As required by Section 26A-3 of the Boston Zoning code, the Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority. Such Agreement will require the Developer to make a Development Impact Project Contribution (hereinafter, the "Linkage Contribution") which shall be made by means of a Housing Contribution Payment as further provided in the Agreement. The precise amount of the Linkage Contribution shall be calculated based upon the gross floor area of the building as shown on the plans for which a building permit is granted; however it is presently anticipated that the Linkage Contribution will be approximately $68,650.

As required by Section 26B-3 of the Boston Zoning Code, the Development Impact Project Agreement shall provide for a Jobs Contribution Grant which shall be payable in two equal annual installments, the first to be made upon issuance of the building permit. The amount of such contribution shall be approximately $13,730.

Gross floor area dedicated to retail and office use:

Linkage	Jobs
*113,730	*113,730
-100,000	-100,000
13,730	13,730
x $5	x $1
$ 68,650	$ 13,730

*The precise amount of such payment shall be calculated based upon the gross floor area of the development as shown in the plans submitted for a building permit.

Density: The floor area ratio of 420 Boylston Street, calculated in accordance with the Boston Zoning Code, is approximately 6.2. Exhibit B shows the calculations of gross square area.

Proposed Traffic Circulation: No parking will be provided at 420 Boylston Street. No off-street loading bay will be added to the building as part of the rehabilitation, an existing loading area on Providence Street will continue to be used.

The Development has a major pedestrian entrance point on Boylston Street.

Access to Public Transportation:

Transportation	Station	Walk
South and West Commuter Rail	Bay Bay Station	5 minute walk
Red Line	Park St. Station	12 minute walk
Orange Line	Essex St.Station	8 minute walk
Green Line	Arlington Street	Berkeley Street entrance is adjacent to Development
Express Buses	Park Square	5 minute walk
Interstate Buses	Park Square	5 minute walk

Transportation Access Plan

The Developer must submit a Transportation Access Plan, subject to review and approval by the Director.

Design Drawings: Plans for 420 Boylston Street have been prepared by Notter Finegold + Alexander. Plans for the development, listed below, have been approved by the staff of the Boston Redevelopment Authority. Such plans include a site plan, typical floor plans, and elevations for all facades of the development.

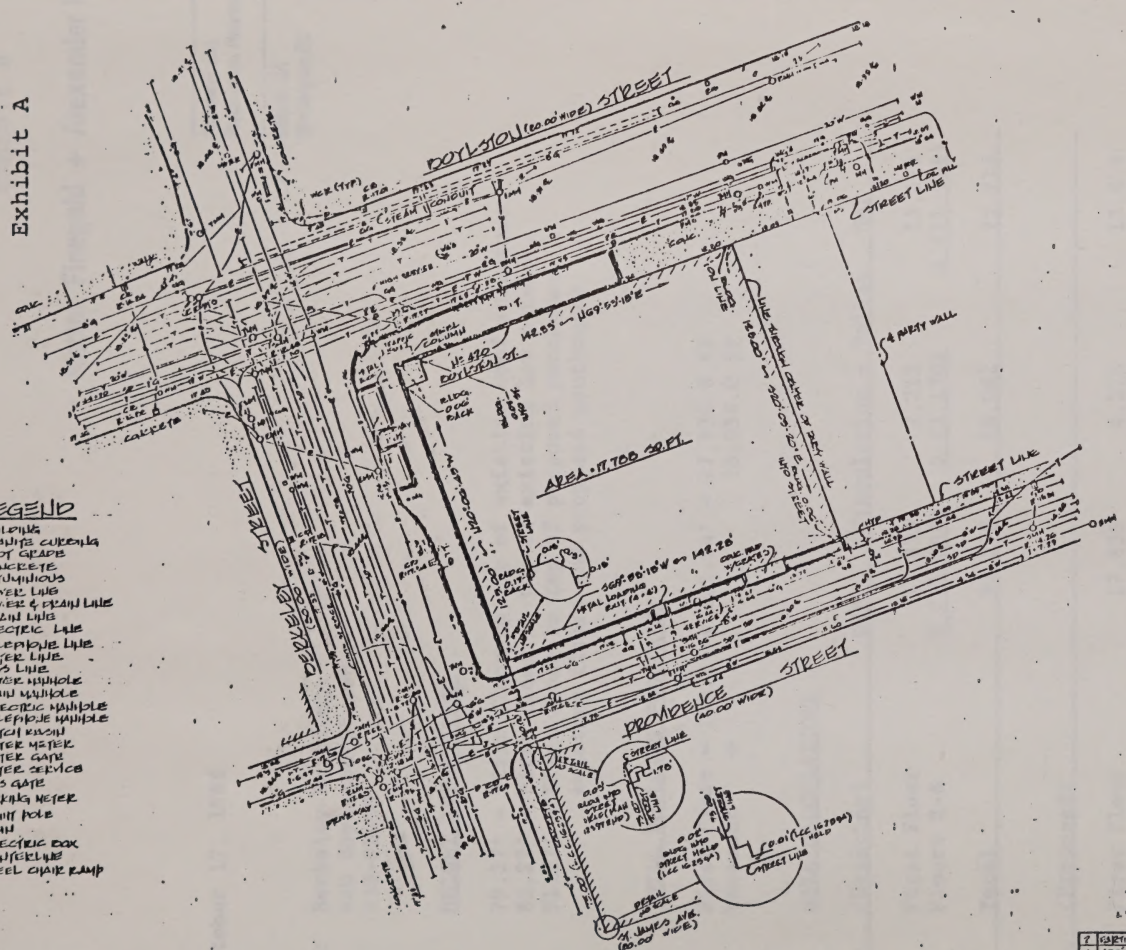
420 Boylston Street

Drawing	Title	Date
-	Cover Sheet	-
T-1	Survey	10-9-86
1	Basement Plan	11-26-86
2	First Floor Plan	11-26-86
3	Typical Floor Plan	11-26-86
4	Penthouse Plan	11-26-86

5	Roof Plan	11-26-86
6	Boylston Street Elevation	10-17-86
7	Berkeley Street Elevation	10-17-86
8	Providence Street Elevation	10-17-86
9	Arlington Street Elevation	10-17-86
10	Artrium Elevation	11-26-86
11	Building Section	11-26-86
12	Balustrade/Penthouse Detail	11-26-86

Design Review: All design plans for 420 Boylston Street and all landscaping and paving shall be subject to design review in accordance with the Boston Redevelopment Authority's Development Review Procedures.

Zoning Relief Required: Zoning relief required for the development is set forth in detail as Exhibit C.



LEGEND

- BUILDING
- GRANITE CURBING
- SPOT GRADES
- CONCRETE
- BITUMINOUS
- SEWER LINE
- SEWER & DRAIN LINE
- DRAIN LINE
- ELECTRIC LINE
- TELEPHONE LINE
- WATER LINE
- GAS LINE
- SMH SEWER MANHOLE
- DMH DRAIN MANHOLE
- EMH ELECTRIC MANHOLE
- TMH TELEPHONE MANHOLE
- CB CATCH BASIN
- WM WATER METER
- WG WATER GATE
- WS WATER SERVICE
- GG GAS GATE
- PM PARKING METER
- LIGHT POLE
- SIGN
- EB ELECTRIC BOX
- CL CENTERLINE
- WCR WHEEL CHAIR RAMP

No 420 BUILDING ELEVATIONS

BASEMENT	7.00
1ST FLOOR	19.24
2ND FLOOR	32.24
3RD FLOOR	50.30
4TH FLOOR	61.88
5TH FLOOR	73.10
6TH FLOOR	84.92
ROOF:	
STRUCT SLAB	93.38
TOP LOW PARAPET	102.81
TOP HIGH PARAPET	116.02

NOTE: ELEV CATCHBASINS 1" ABOVE ELEV. MANHOLE 2"

PLAN REFERENCES

BOOK 12397 - 240
LAND COURT CASE 162394
DEEDS: BK. 1160, PG. 259
BK. 1019, PG. 220
BK. 2210, PG. 1 (PARTY WALL AGREEMENT)

NOTES:

1. BENCH MARK: B.C.L.S.J. ST. & 229 BERKELEY STREET, ELEV. 10.71 BOSTON CITY BASE.
2. ALL UNDERGROUND UTILITIES FROM PLANS OBTAINED FROM UTILITY COMPANIES & CITY OF BOSTON ARE APPROXIMATE & SUBJECT TO FIELD VERIFICATION.
3. SEWER INVERTS FROM RESEARCH SYSTEM MAP BY BOSTON WATER & SEWER COMMISSION.
4. CONTRACTORS SHOULD NOTIFY DIG SAFE PRIOR TO ANY EXCAVATION WORK. (1-800-322-4844)

REV	DESCRIPTION	DR	CHK	DATE
2	PARTIAL ELEC & TELE ADDED	DD	HM	1-24
1	ADDED GAS GATE & WATER	AB	HM	12-24

Allen & Demurjian P.C.

A.W. PERRY, INC.
20 WINTHROP SQUARE, BOSTON, MA.

PROPERTY LINE & TOPOGRAPHIC SURVEY
No 420 BOYLSTON ST.
BOSTON, MA.

SCALE: 1" = 20' | PROJECT NO. 996-10 | DRAWING NO. T-1
DATE OCT. 9, 1996
DES BY — | DR BY CAT | CHKD BY HM | SHEET OF 1 — 3

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Exhibit B

Notter Finegold + Alexander Inc

Architects and
Preservation Planners

Boston MA
Washington DC

October 17, 1986

Re: Berkeley Building
420 Boylston Street
538-01-00

1. HEIGHT INFORMATION

79.27' - First floor to top of existing roof structure.
83.27' - First floor to top of existing low parapet.
91.27' - First floor to top of proposed penthouse (6 existing floors and proposed penthouse).

2. TOTAL BUILDING FOOTPRINT

First Floor - 142.3' x 125.34' - 17,835.8 SF
Basement - 23,058.0 SF

3. AREA CALCULATIONS

(Existing)	GSF	Circulation + Toilet	Net
First Floor	17,835	2,212	15,623
Floors 2-6	5 (15,088)	5 (3,170)	5 (11,918)
Total	93,275	18,062	75,213

(Proposed)			
First Floor	17,835	4,216	13,619
Second Floor	16,260	3,320	12,940
Floors 3-6	4 (15,966)	4 (3,026)	4 (12,940)
Penthouse	15,771	2,882	12,889
Total w/Penthouse	113,730	22,522	91,208
Total w/o Penthouse	97,959	19,640	78,319

* Atrium, elevator core, & mechanical shafts not included in gross square footage above first floor.

George M Notter Jr
Maurice N Finegold
James G Alexander
Anthony C Platt
Sherman Morss Jr
Manuel A Almagro
Nancy L Goodwin
Peter E Bulkley
Russell S Burdett
Wolcott B Etienne
[illegible] Higgins
[illegible] L Lucas
James J Monteverde

77 North Washington Street
Boston MA 02114 2193

617 227 9272

EXHIBIT C

The following permits, variances or other zoning relief required for the Project are:

1. Planning Permit under the Boylston Street Interim Planning Overlay District ("IPOD").

2. Variance from the parapet setback requirements of the IPOD. The IPOD requires a parapet setback of 15 feet above a height of 90 feet; the parapet on the building as renovated will be not more than 95 feet in height, but will not be setback.

3. Variance from the off-street loading dock provisions of the Boston Zoning Code. One loading dock is required for the building because of the increase in the square footage of the building when renovated; however, the existing structure does not permit construction of off-street loading facilities which comply with the Boston Zoning Code.

Doc. No. 4840

DEVELOPMENT IMPACT PROJECT AGREEMENT

INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT

FOR

420 BOYLSTON STREET

THIS AGREEMENT, dated as of the __ day of _____, 198 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), and A.W. PERRY, INC., a Massachusetts corporation having a place of business at 20 Winthrop Square, Boston, Massachusetts (hereinafter "Applicant"), and the Authority and Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant proposes to rehabilitate an existing building and construct an addition thereto, for use as an office building with ground floor retail uses containing approximately 113,730 square feet of gross floor area as determined under the Boston Zoning Code (hereinafter "Project");

WHEREAS, the Project site is a parcel of land bounded in part by Boylston, Berkeley and Providence Streets, containing in the aggregate approximately 17,788 square feet, as more particularly described on Exhibit A annexed hereto (hereinafter "Project Site");

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the cost of housing in the City of Boston;

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Applicant, recognizing that the Project may have a potential impact on the housing and job training needs of the City, is willing to voluntarily make certain contributions or payments to the City to alleviate such housing and job training needs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") attached hereto as Exhibit B and hereby incorporated by reference, and after a public hearing held on _____, notice of which was published in _____ on _____, the Authority approved the Plan on _____.

Further, the parties hereby acknowledge and agree that by no means and in no manner shall this Agreement or the covenants or

obligations of the parties set forth herein be deemed a condition of or contingency to any zoning permits, vacancies, or other relief granted in connection with the Project and that any such zoning permits, variances or other relief shall not be deemed conditioned or contingent upon this Agreement.

ARTICLE 2. DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a housing contribution grant (hereinafter "Housing Contribution") in the amount as calculated and set forth in 2.2 of this Agreement. The Housing Contribution shall be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Housing Trust, pending acceptance of such payments by the Neighborhood Housing Trust. The payments shall be made in seven (7) equal annual installments. The first installment of the Housing Contribution shall be due and payable on the Housing Payment Date, as defined in Section 2.3, and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Housing Payment Date. In the alternative, the Applicant may elect to make payment of the Housing Contribution in a single installment, due and payable on the Housing Payment Date, in an amount equal to the total amount of the Housing Contribution which would otherwise be paid in seven

(7) equal annual installments discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

2.2 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include office and retail uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet. Based upon schematic drawings for the Project, the gross floor area devoted to such uses is expected to be approximately One Hundred Thirteen Thousand Seven Hundred and Thirty (113,730) square feet. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by $5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution will be Sixty-Eight Thousand Six Hundred and Fifty Dollars ($68,650). The parties acknowledge that the amount of the Housing Contribution is based upon gross floor areas as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code as in effect on the date hereof and as certified by the Project Architect (as identified in the Plan) differs on the Housing Payment Date from the above stated estimate, the Housing Contribution shall be the amount required under the Housing Formula.

2.3 Housing Payment Date. The Housing Payment Date shall be date of issuance of the final building permit for the Project.

2.4 Waiver of Housing Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Contribution with respect to the Project or part thereof and any portion of the Housing Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

2.5 Credit Towards Housing Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such tax or excise, shall thereupon cease and be of no further force and effect. Without limiting the generality of the foregoing, the parties

acknowledge that the payment of the Housing Contribution satisfies the obligations of the Applicant under Article 26A of the Boston Zoning Code.

ARTICLE 3. DEVELOPMENT IMPACT PROJECT JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a jobs contribution grant ("Jobs Contribution") in the amount as calculated and set forth in Section 3.2 of this Agreement. The Jobs Contribution shall be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be made in two (2) equal installments. The first installment of the Jobs Contribution shall be due and payable on the Jobs Payment Date, and the second installment be due and payable on the next following anniversary date of the Jobs Payment Date. In the alternative, the Applicant may elect to make payment of the Jobs Contribution in a single installment, due and payable on the Jobs Payment Date, in an amount equal to the total amount of the Jobs Contribution which would otherwise be paid in two (2) equal annual installments, discounted to represent the present value of such two (2) equal annual installments if paid in a single installment on the Jobs Payment Date.

3.2 Calculation of Jobs Contributions. The parties hereby acknowledge that the Project will include office and retail uses.

It is anticipated that the gross floor area of the Project which will be devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet. Based upon schematic drawings for the Project, the gross floor area devoted to such uses is expected to be approximately One Hundred Thirteen Thousand Seven Hundred and Thirty (113,730) square feet. The amount of the Jobs Payment Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by $1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution will be Thirteen Thousand Seven Hundred and Thirty Dollars ($13,730). The parties acknowledge that the amount of the Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area of the Project, as defined in Section 2-1(21) of the Boston Zoning Code as in effect on the date hereof and as certified by the Project Architect (as identified in the Plan) differs on the Job Payment Date from the above stated estimate, the Jobs Contribution shall be the amount required under the Jobs Formula.

3.3 Jobs Payment Date. The Jobs Payment Date shall be the date of issuance of the final building permit for the Project.

3.4 Waiver of Jobs Contributions. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is

obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof and any portion of the Jobs Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

3.5 Credit Towards Jobs Contribution. If there shall hereafter be imposed by the City of Boston any contribution assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax, provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy tax or excise, shall thereupon cease and be of no further force or effect. Without limiting the generality of the foregoing, the parties acknowledge that the payment of the Housing Contribution satisfies the obligations of the Applicant under

Article 26B of the Boston Zoning Code.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant hereby agrees to comply with the Boston Residents Construction Employment Plan in the form attached hereto as Exhibit C.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan, which plan shall provide for the Applicant's good faith efforts to achieve a goal that fifty percent (50%) of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three (3) months from the execution of this Agreement.

ARTICLE 6. LIABILITY.

6.1 Scope of Applicant's Liability. Subject to the provisions contained in 7.4 of this Agreement, the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement more fully described in the Plan, whether owned by the Applicant or its successors in title, as the case may be, for any claim against the Applicant or its successors arising under this Agreement.

6.2 No Personal Liability. Subject to the provisions contained in 7.4 of this Agreement, neither the Applicant nor any

trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project, and the Neighborhood Housing Trust and the Neighborhood Jobs Trust, as successor to the Authority, notwithstanding any subsequent amendment or change in any policy of the Authority or any amendment or repeal of all or any portion of the Boston Zoning Code or court decision having the effect of an amendment or repeal of all or any portion of the Boston Zoning Code and notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority.

7.2 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan, as voted by the Authority on _____. The Applicant hereby agrees that if it proceeds with the Project, it shall do so in accordance with the Plan.

7.3 Notice. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

Authority:	Boston Redevelopment Authority Director's Office City Hall Square Boston, MA 02201
With copies to:	Boston Redevelopment Authority Chief General Counsel City Hall Square Boston, MA 02201
Applicant:	A.W. Perry, Inc. 20 Winthrop Square Boston, Massachusetts 02110
With copies to:	Myrna Putziger, P.C. McCormack & Putziger 265 Franklin Street Suite 660 Boston, Massachusetts 02110

7.4 Record Notice of Agreement. Unless the Applicant shall elect to make payment of both the Housing Contribution and the Jobs Contribution in a single installment as provided in Sections 2.1 and 3.1, the Applicant shall, if permitted, record at the Suffolk County Registry of Deeds, a notice of this Agreement in

substantially the same form as Exhibit A attached hereto and hereby incorporated by reference. Failure of the Applicant to comply with this section of this Agreement shall render the provisions contained in Article 6 of this Agreement null and void. The Authority hereby agrees that upon the satisfaction by the Applicant of its obligations under the Housing Contribution or the Jobs Contribution, the Authority shall deliver to the Applicant in recordable form, a certification that said Housing Contribution or Jobs Contribution, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Housing Contribution or Jobs Contribution.

7.5 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.6 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

7.7 Additional Stories. The Applicant agrees that it shall not construct any additional stories to the Project building other than the addition contemplated herein and in the Plan without first amending this Agreement and complying with the provisions of Articles 26A and 26B of the Boston Zoning Code, as now or

hereafter amended, or any successor thereto, to the extent said Articles, or any successor thereto, are applicable to such addition.

Section 7.8 Traffic Study/Improvement Contribution. The Applicant agrees to make available the sum of Seven Thousand Five Hundred Dollars ($7,500.00) for the purpose of implementation of the Back Bay Transportation Management Improvement Work Plan or such other improvement to the Back Bay section of Boston as determined by the Authority and the Applicant, in consultation with community groups. Such sum shall be available for use for the aforementioned purposes on and after the date of issuance of the final building permit for the Project.

Approved as to Form:

_____

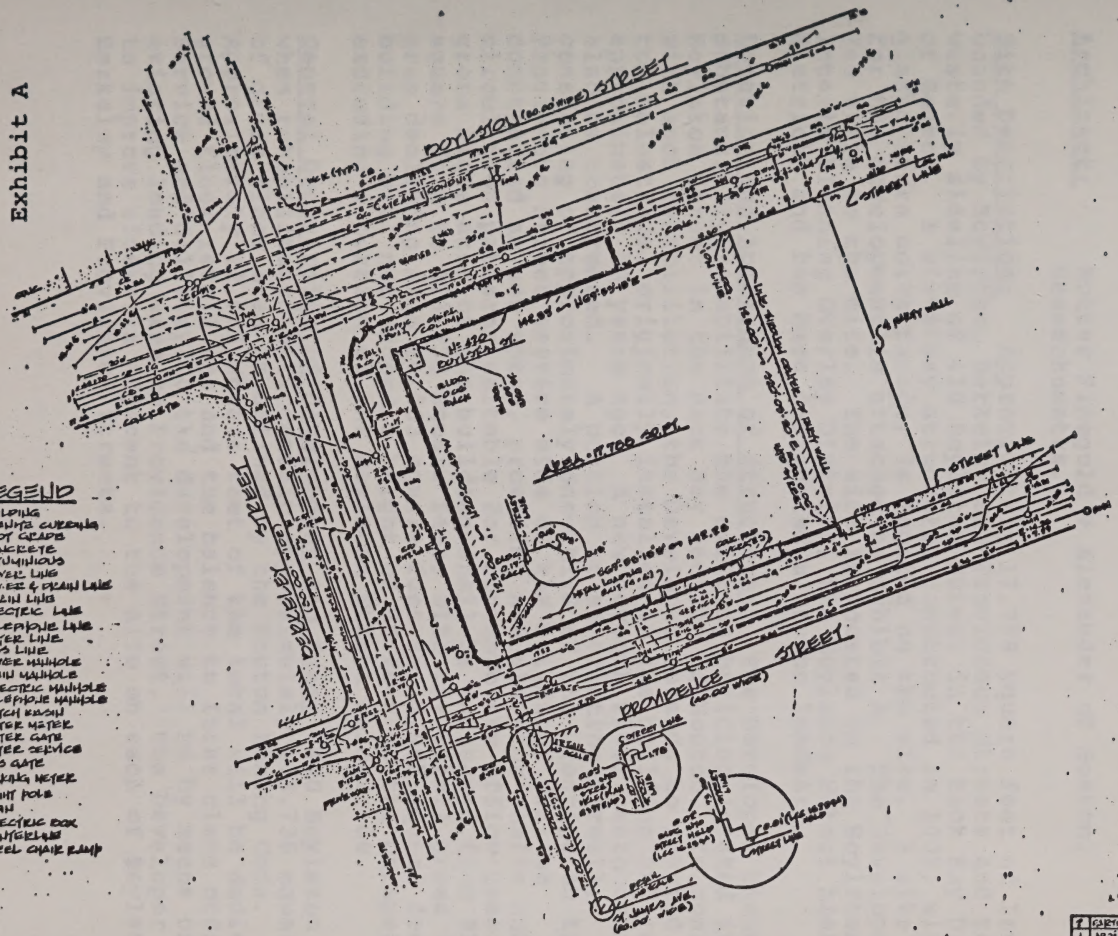
BOSTON REDEVELOPMENT AUTHORITY

By:_____

A. W. PERRY, INC.

By:_____

Exhibit A



LEGEND

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- SPOT GRADE
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No. 420 BUILDING ELEVATIONS

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4TH FLOOR	61.88
5TH FLOOR	73.40
6TH FLOOR	84.92
ROOF:	
STREET SIDE	93.88
TOP LOW PARAPET	103.81
TOP HIGH PARAPET	105.02

NOTE: ELEV. CHECKED TO 1ST FLOOR DOOR. BASEMENT 5.1'

PLAN REFERENCES

BOOK 12397 - END
LAND COURT CASE 162994
DEEDS: BK. 1150, PG. 209
BK. 1019, PG. 230
BK. 2120, PG. 1 (PARTY WALL AGREEMENT)

NOTES:

1. BENCH MARK: P.K. NAIL AT #889 BERKELEY STREET, ELEV. 10.71 BOSTON CITY BASE.
2. ALL UNDERGROUND UTILITIES FROM MAPS SUPPLIED FROM UTILITY COMPANIES & CITY OF BOSTON ARE APPROXIMATE & SUBJECT TO FIELD VERIFICATION.
3. MANHOLE INVERTS FROM ELECTRONIC SYSTEM MAP BY BOSTON WATER & SEWER COMMISSION.
4. CONTRACTORS SHOULD NOTIFY DIG SAFE PRIOR TO ANY EXCAVATION WORK. (1-888-344-7233)

2	GARAGE ELEC & TELE ADDED	DD	MM		1 OF 1
1	ADDED GAS GATE & WATER GATE	MC	MM		1 OF 1
DEV	DESCRIPTION	BY	CHK'D	APP'D	DATE

Allen & Demurjian P.C.

A.W. PERRY INC.
20 WINTHROP SQUARE, BOSTON, MA.

PROPERTY LINE & TOPOGRAPHIC SURVEY
No. 420 BOYLSTON ST.
BOSTON, MA.

SCALE: 1" = 20'
DATE: OCT. 9, 1996
DES. BY —
DR. BY GHT
CHKD BY MAM
PROJECT NO. 996-10
SHEET 1 OF 1
DRAWING NO. T-1

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DO NOT SCALE DRAWING

Exhibit B

BOSTON REDEVELOPMENT AUTHORITY
DECEMBER 18, 1986
DEVELOPMENT IMPACT PROJECT PLAN
420 BOYLSTON STREET
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Architect: Notter Finegold + Alexander of Boston, Massachusetts.

Site Description: Approximately 17,788 square feet of land bounded by Boylston, Berkeley and Providence Streets and the westerly sideline of 410 Boylston Street in the Back Bay District of Boston. A six-story structure, constructed in 1905, with a glazed terra cotta facade, is located on the site. A site survey for the development is attached as Exhibit A. The Developer has fee title to the site. The site is located in the Boylston Street Interim Planning Overlay District, the Boylston Street historic district and has been designated a Boston landmark.

Location and Appearance of Structure: The Developer plans to substantially rehabilitate the existing building located at 420 Boylston Street in the Back Bay section of Boston. In connection with such rehabilitation, the Developer intends to rebuild a roof-top balustrade, originally installed on the building but removed approximately 50 years ago. A new seventh floor penthouse will also be constructed. A portion of an existing airwell, consisting of approximately one-third of the frontage on the Providence Street service side of the building, will be constructed as new space, providing new elevator shafts and circulation patterns suitable for contemporary office uses. The gross floor area of the building shall be increased from 93,275 square feet to 113,730 square feet, with the retail gross floor area declining from 14,063 square feet to 12,965 square feet. The building will not exceed a height of 95 feet to the parapet, excluding a portion of the Boylston Street balustrade.

General Description of Development and Uses: 420 Boylston Street, when rehabilitated will contain approximately 113,730 square feet of gross floor area as defined by the Boston Zoning Code. Approximately 12,965 square feet of the total will be dedicated to ground floor retail use and the balance to first class office use. Service and delivery to the development will be by means of an existing loading area on Providence Street. The Developer intends to improve sidewalks adjacent to the site on each of Boylston, Berkeley and Providence Streets.

Estimated Construction Time: Construction is scheduled to begin in January, 1987, with project completion anticipated for November, 1987.

Projected Number of Employees: The Developer estimates that approximately 250-300 jobs will be created in the 11-month construction period. After completion, 420 Boylston Street will house approximately 575 to 700 permanent employees. The Developer has agreed to formulate an Employment Opportunity Plan, which will detail Developer's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created in the project will be made available to Boston residents.

Development Impact Project Agreement: As required by Section 26A-3 of the Boston Zoning code, the Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority. Such Agreement will require the Developer to make a Development Impact Project Contribution (hereinafter, the "Linkage Contribution") which shall be made by means of a Housing Contribution Payment as further provided in the Agreement. The precise amount of the Linkage Contribution shall be calculated based upon the gross floor area of the building as shown on the plans for which a building permit is granted; however it is presently anticipated that the Linkage Contribution will be approximately $68,650.

As required by Section 26B-3 of the Boston Zoning Code, the Development Impact Project Agreement shall provide for a Jobs Contribution Grant which shall be payable in two equal annual installments, the first to be made upon issuance of the building permit. The amount of such contribution shall be approximately $13,730.

Gross floor area dedicated to retail and office use:

Linkage	Jobs
*113,730	*113,730
-100,000	-100,000
13,730	13,730
x $5	x $1
$ 68,650	$ 13,730

*The precise amount of such payment shall be calculated based upon the gross floor area of the development as shown in the plans submitted for a building permit.

Density: The floor area ratio of 420 Boylston Street, calculated in accordance with the Boston Zoning Code, is approximately 6.2. Exhibit B shows the calculations of gross square area.

Proposed Traffic Circulation: No parking will be provided at 420 Boylston Street. No off-street loading bay will be added to the building as part of the rehabilitation, an existing loading area on Providence Street will continue to be used.

The Development has a major pedestrian entrance point on Boylston Street.

Access to Public Transportation:

Transportation	Station	Walk
South and West Commuter Rail	Bay Bay Station	5 minute walk
Red Line	Park St. Station	12 minute walk
Orange Line	Essex St.Station	8 minute walk
Green Line	Arlington Street	Berkeley Street entrance is adjacent to Development
Express Buses	Park Square	5 minute walk
Interstate Buses	Park Square	5 minute walk

Transportation Access Plan

The Developer must submit a Transportation Access Plan, subject to review and approval by the Director.

Design Drawings: Plans for 420 Boylston Street have been prepared by Notter Finegold + Alexander. Plans for the development, listed below, have been approved by the staff of the Boston Redevelopment Authority. Such plans include a site plan, typical floor plans, and elevations for all facades of the development.

420 Boylston Street

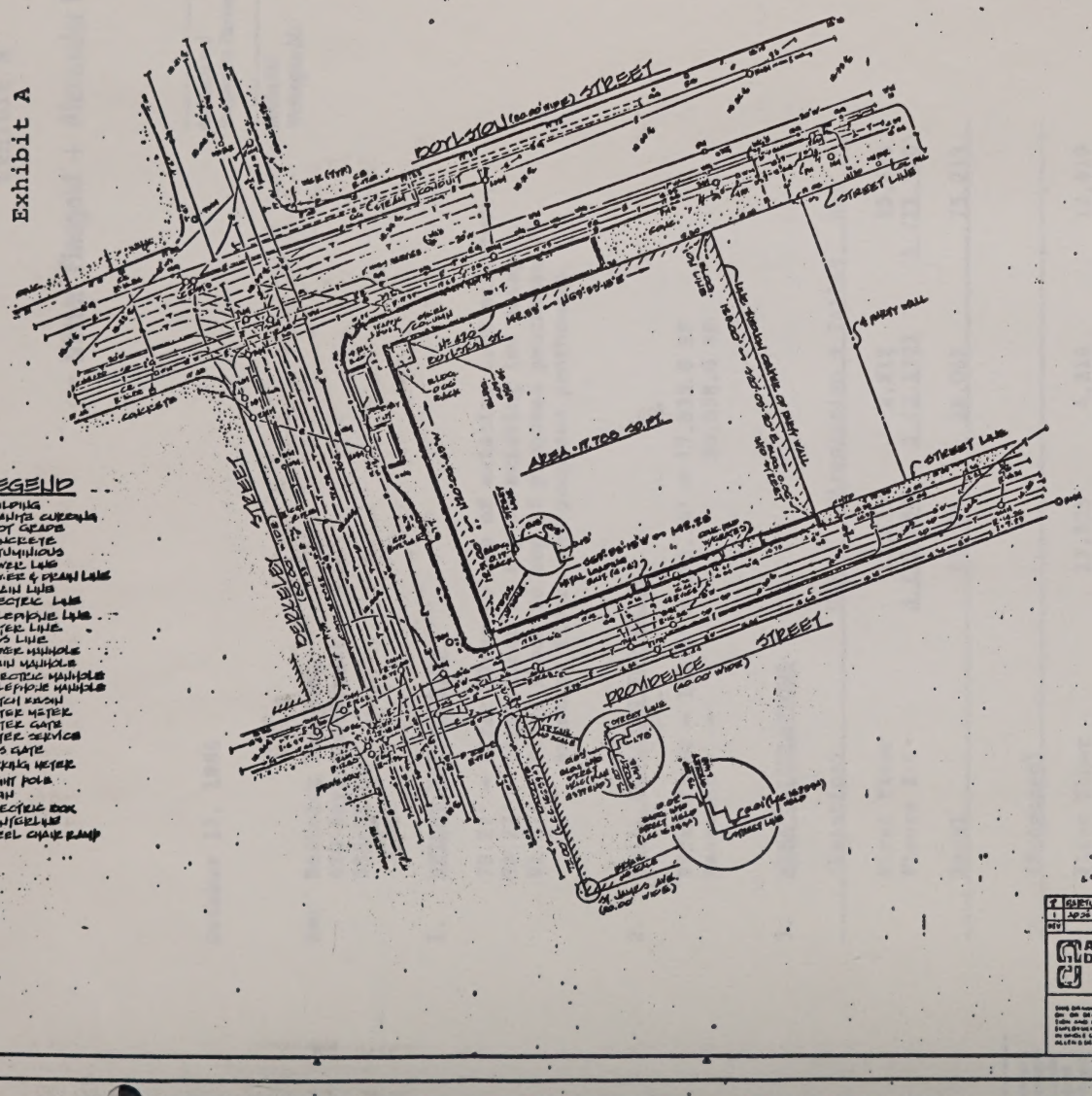
Drawing	Title	Date
-	Cover Sheet	-
T-1	Survey	10-9-86
1	Basement Plan	11-26-86
2	First Floor Plan	11-26-86
3	Typical Floor Plan	11-26-86
4	Penthouse Plan	11-26-86

5	Roof Plan	11-26-86
6	Boylston Street Elevation	10-17-86
7	Berkeley Street Elevation	10-17-86
8	Providence Street Elevation	10-17-86
9	Arlington Street Elevation	10-17-86
10	Artrium Elevation	11-26-86
11	Building Section	11-26-86
12	Balustrade/Penthouse Detail	11-26-86

Design Review: All design plans for 420 Boylston Street and all landscaping and paving shall be subject to design review in accordance with the Boston Redevelopment Authority's Development Review Procedures.

Zoning Relief Required: Zoning relief required for the development is set forth in detail as Exhibit C.

Exhibit A



LEGEND

- BUILDING
- GRANITE CURBING
- SPOT GRADE
- CONCRETE
- BITUMINOUS
- SEWER LINE
- SEWER & DRAIN LINE
- DRAIN LINE
- ELECTRIC LINE
- TELEPHONE LINE
- WATER LINE
- GAS LINE
- SEWER MANHOLE
- DRAIN MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- CATCH BASIN
- WATER METER
- WATER GATE
- WATER SERVICE
- GAS GATE
- PACKARD METER
- LIGHT POLE
- SIGN
- ELECTRIC BOX
- CONDUIT LINE
- WHEEL CHAIR RAMP

No 420
BUILDING ELEVATIONS

BASEMENT	7.00
1ST FLOOR	19.24
2ND FLOOR	32.44
3RD FLOOR	50.30
4TH FLOOR	61.85
5TH FLOOR	73.10
6TH FLOOR	84.92
ROOF:	
STRUCT SLAB	93.50
TOP LOW PARAPET	102.51
TOP HIGH PARAPET	105.02

NOTE: ALL ELEVATIONS ARE BOSTON CITY BASE.

PLAN REFERENCES

BOOK 12397 - 610
LAND COURT CASE 16239A
DEEDS: BK. 1165, PG. 297
BK. 1019 PG. 250
BK. 2220, PG. 1 (PARTY WALL AGREEMENT)

NOTES:

1. BENCH MARK: B.C.L.S. AT 9229 BERKELEY STREET, ELEV. 10.91 BOSTON CITY BASE.
2. ALL UNDERGROUND UTILITIES FROM PLANS OBTAINED FROM UTILITY COMPANIES & CITY OF BOSTON AND ARE APPROXIMATE & SUBJECT TO FIELD VERIFICATION.
3. SEWER INVERTS FROM SEWERAGE SYSTEM MAP 503 BOSTON WATER & SEWER COMMISSION.
4. CONTRACTORS SHOULD NOTIFY DIG SAFE PRIOR TO ANY EXCAVATION WORK. (1-800-322-4844)

REV	DESCRIPTION	BY	DATE
2	ADDED ELEC & TELE. ADDED	MD	10/6
1	ADDED GAS GATE & MOVED	MD	10/4

Allen & Demurjian

A.W. PERRY INC.
20 WINTHROP SQUARE, BOSTON, MA.

PROPERTY LINE & TOPOGRAPHIC SURVEY
No 420 BOYLSTON ST.
BOSTON, MA.

SCALE	PROJECT NO.	DRAWING NO.
1" = 20'	996-10	T-1
DATE OCT. 9, 1996		
DES. BY —	DR. BY CJT.	CHKD BY MM.
SHEET 1 OF 3		

DO NOT SCALE DRAWING

Exhibit B

Notter Finegold + Alexander Inc

Architects and
Preservation Planners

Boston MA
Washington DC

October 17, 1986

Re: Berkeley Building
420 Boylston Street
538-01-00

1. HEIGHT INFORMATION

79.27' - First floor to top of existing roof structure.
83.27' - First floor to top of existing low parapet.
91.27' - First floor to top of proposed penthouse (6 existing floors and proposed penthouse).

2. TOTAL BUILDING FOOTPRINT

First Floor - 142.3' x 125.34' - 17,835.8 SF
Basement - 23,058.0 SF

3. AREA CALCULATIONS

(Existing)	GSF	Circulation + Toilet	Net
First Floor	17,835	2,212	15,623
Floors 2-6	5 (15,088)	5 (3,170)	5 (11,918)
Total	93,275	18,062	75,213

(Proposed)			
First Floor	17,835	4,216	13,619
Second Floor	16,260	3,320	12,940
Floors 3-6	4 (15,966)	4 (3,026)	4 (12,940)
Penthouse	15,771	2,882	12,889
Total w/Penthouse	113,730	22,522	91,208
Total w/o Penthouse	97,959	19,640	78,319

* Atrium, elevator core, & mechanical shafts not included in gross square footage above first floor.

George M Notter Jr
Maurice N Finegold
James G Alexander
Anthony C Plant
Sherman Morse Jr
Manuel A Almagro
Nancy L Goodwin
Peter E Bulfa
Russell S Burdett
Wolcott B Etienne
D[illegible]
R[illegible]
James J Monteverde

77 North Washington Street
Boston MA 02114 2193

617 227 9272

EXHIBIT C

The following permits, variances or other zoning relief required for the Project are:

1. Planning Permit under the Boylston Street Interim Planning Overlay District ("IPOD").

2. Variance from the parapet setback requirements of the IPOD. The IPOD requires a parapet setback of 15 feet above a height of 90 feet; the parapet on the building as renovated will be not more than 95 feet in height, but will not be setback.

3. Variance from the off-street loading dock provisions of the Boston Zoning Code. One loading dock is required for the building because of the increase in the square footage of the building when renovated; however, the existing structure does not permit construction of off-street loading facilities which comply with the Boston Zoning Code.

Boston Residents
Construction Employment Plan
For
420 Boylston Street

WHEREAS, A.W. Perry, Inc. (the "Developer") and the Boston Redevelopment Authority (the "Authority") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, Chapter 30 of the Ordinances of 1983 established the Boston Resident Jobs Policy;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement between Developer and the Authority pertaining to the Project dated _____ , 198_, each require the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, the Boston Employment Commission (the "Commission") has been established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is annexed hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Project constitutes a Covered Project;

NOW, THEREFORE, the Developer, the Authority, the Commission and Mayor's Office of Jobs and Community Services ("OJCS") agree that the approved construction employment plan (this "Plan") for the Project is as follows:

Section 1: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.

1.2 On-Site Monitor: an individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.

1.3 Project: The substantial rehabilitation of the existing building located at 420 Boylston Street in the Back Bay section of Boston, including without limitation the construction of a roof-top balustrade, new seventh floor penthouse, and new space in a portion of an existing airwell, consisting of approximately one-third of the frontage on the Providence Street service side of the building, as new space, providing new elevator shafts and other space. The gross floor area of the building at completion of the Project will be 113,730.

The building is situated on a block bounded by Boylston, Berkeley and Providence Streets, and has a street address of 420 Boylston Street.

Section II: GENERAL REQUIREMENTS

2.0 Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.

2.1 The Developer shall incorporate into its construction contract with Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.

2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.

2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form

attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall update such projection periodically during the course of construction of the Project, but not more frequently than quarterly.

2.4 The Commission shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:

(1) When the Project is 25, 50, 75 and 100 percent complete, or,

(2) Every three months from the date of commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.

2.5 The Developer shall maintain, and shall cause Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.

2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof to OJCS within ten (10) calendar days of such meetings.

2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

Section III: PROCEDURES

3.0 The Developer shall furnish to the Authority and OJCS the name, title, business address and telephone number of the person designated as the On-Site Monitor.

3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing upon the methods and

procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.

3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction workers over the course of construction of the Project.

3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.

3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.

3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to OJCS. The On-Site Monitor shall forward in writing to OJCS, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made. The

On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.

3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to OJCS. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.

3.7 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

Section IV: DETERMINATION OF COMPLIANCE

4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with the Boston Residents Construction Employment Standards, (ii) to comply with this Plan, or (iii) to use Best Efforts in attempting to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.

Section V: SANCTIONS

5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to one tenth of one percent (0.1%) of the total cost of construction as stated in the building permit application for the Project. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and Contractor has complied with this Plan or have satisfied any fines recommended by the Commission.

5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.

5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

Section VI: MISCELLANEOUS

6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect of impair any of the remaining provisions.

6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: A.W. Perry, Inc.
20 Winthrop Square
Boston, Massachusetts 02109
Attention: William Constable,
Vice President

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

Commission: Boston Employment Commission
15 Beacon Street
Boston, Massachusetts
Attention: Executive Director

OJCS: Mayor's Office of Jobs and
Community Services
15 Beacon Street
Boston, Massachusetts
Attention: Director

6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.

6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.

6.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the Commission

pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered on this day of , 1986.

A.W. PERRY, INC.

By_____
William Constable,
Vice President

APPROVED AS TO FORM:

_____
Chief General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By:_____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By:_____
Kristen McCormack,
Executive Director

MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

BY:_____
Kristen McCormack,
Director

Exhibit A

COUNCILLOR MENINO

CITY OF BOSTON

SUBSTITUTION

IN THE YEAR NINETEEN HUNDRED AND EIGHTY SIX

AN ORDINANCE

ESTABLISHING THE BOSTON EMPLOYMENT COMMISSION

Be it ordained by the City Council of Boston, in accordance with the provisions of Massachusetts General Laws Chapter 43B, Section 13, and any other applicable law, as follows:

Preamble: Policy of the City of Boston

WHEREAS there is a need to ensure that Boston residents receive maximum benefits from the growing private economy of their city and the economic resurgence of office, hotel, retail, institutional, and unsubsidized residential development, including the permanent jobs which emanate from this economic expansion; and

WHEREAS there is unemployment and underemployment in the City of Boston, both among majority and minority residents; and

WHEREAS Boston is experiencing a resurgence in its economy that is creating the potential for unprecedented economic opportunity; and

WHEREAS Boston has fully established itself as the economic center for the entire New England region and is generating wealth and revenues for people throughout the region; and

WHEREAS one principal aspect of a strong and vibrant city is the ability of its breadwinners to gain access to secure jobs that pay a living wage; and

WHEREAS Black, Hispanic, Asian and Native American residents of the City of Boston, as well as women residents

AN ORDINANCE

have historically been underrepresented in the workforce; and

WHEREAS an Ordinance establishing the Boston Residents Jobs Policy, Ordinances of 1983, Chapter 30, was promulgated to insure that Boston residents, minorities, and women receive job preference in projects that have city funds or state or federal funds administered by the city; and

WHEREAS the Mayor issued an Executive Order relating to the Boston Residents Jobs Policy, dated July 12, 1985, which established Resident Construction Employment Standards to further ensure employment for Boston residents, minorities, and women; and

WHEREAS under the Boston Residents Jobs Policy, Boston residents are enjoying greatly improved access to jobs in the downtown construction industry; and

WHEREAS it is the policy of this City government to ensure that all people enjoy fair and open access to employment in permanent jobs in the private sector; and

WHEREAS it can be shown that broader cooperation from the private sector can produce meaningful employment opportunities for Boston residents who want and need them; and

AN ORDINANCE

WHEREAS job placement is contingent upon proper job training and without necessary skills some Boston residents cannot secure permanent jobs; and

WHEREAS it is essential to the success of the 1983 Boston Residents Jobs Policy Ordinance and the 1985 Mayor's Executive Order that projects and employment plans be monitored, that findings be made with respect to compliance, and that recommendations for sanctions be determined, and that all this be done in a manner that provides for the due process rights of all parties; and

WHEREAS it is essential to engender an atmosphere of cooperation between the public and private sectors with respect to permanent jobs for Boston residents, minorities, and women; and

WHEREAS the following is declared to be in the public interest; now

THEREFORE, be it ordained as follows:

SECTION ONE: Definitions

For the purposes of this Ordinance, the following definitions shall apply, unless the context otherwise requires:

(1) "Best Efforts." Developers and contractors may rely on traditional referral methods in the hiring of journeymen, apprentices, advanced trainees and helpers. Developers and contractors also shall implement affirmative action steps which include the following to the extent that such steps do not conflict with any applicable collective bargaining agreements:

As to Contractors:

(i) The contractor shall designate and shall require each subcontractor to designate an individual to serve as a compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards ("Standards").

(ii) Prior to the start of construction, the contractor and each subcontractor then selected shall meet with appropriate representatives of the construction trade unions, representatives from the Mayor's Office of Jobs and Community Services, and the awarding or contracting authority for the purpose of reviewing the Standards and the estimated employment requirements for construction

activity over the construction period of the Covered Project.

(iii) Whenever any person involved in the construction of a Covered Project makes a request to a union hiring hall, business agent or contractor's association for qualified construction workers, the request shall ask that those qualified applicants referred for construction positions be referred in the proportions specified in the Boston Resident Construction Employment Standards and shall, further, contain a recitation of such Standards. However, if the requesting party's workforce composition at any time falls short of any one or more of the proportions specified in the Standards, the requesting party shall adjust his or her request so as to seek to more fully achieve the proportions specified in the Standards. If the union hiring hall, business agent or contractor's association to whom a request for qualified employees has been made fails to fully comply with such request, the requesting party's compliance

officer shall seek written confirmation from the hall, agent or association that there are insufficient employees in the categories specified in the request and that such insufficiency is documented on the unemployed list maintained by the hall, agent or association. Copies of any confirmation so obtained shall be forwarded to the Commission. Copies of any requests for qualified employees made at a time that the requesting party's workforce composition falls short of any one or more of such Standards shall be forwarded contemporaneously to the Skills Bank.

(iv) All persons applying directly to the Contractor or any subcontractor for employment in construction on a Covered Project who are not employed by the party to whom application is made shall be referred by said party to the Mayor's Office of Jobs and Community Services, and a written record of such referral shall be made by said party, a copy of which shall be sent to such Office of Jobs and Community Services.

(v) Contractors shall maintain a current file of the

names, addresses, and telephone numbers of each Boston resident, minority, and woman who has sought employment with respect to a Covered Project, or who was referred to the contractor by the Mayor's Office of Jobs and Community Services but was not hired. The contractor shall maintain a record of the reason any such person was not hired. If the construction of the Covered Project is subject to any union collective bargaining agreements, it shall be deemed a sufficient reason for failure to hire that the applicant for employment was not a union member.

(vi) The contractor shall in a timely manner complete and submit to the Commission a projection of workforce needs over the course of the construction of the Covered Project. Such a submission shall reflect needs by trade for each month of the construction process.

(vii) The contractor shall obtain from each worker employed in the construction of the Covered Project a sworn statement containing the worker's name and place of residence.

(viii) One week following the commencement of construction of the project, and each week thereafter until such work is completed, the contractor shall complete and submit to the Mayor's Office of Jobs and Community Services for the week just ended a report which reflects (a) for each employee, the employee's name, place of residence, race, gender, trade and the total number of worker hours he or she worked, and (b) the total worker hours of its total workforce.

(ix) The contractor and each subcontractor shall maintain records reasonably necessary to ascertain compliance with the steps detailed in clauses (i) through (viii) hereof for at least one year after the issuance of a Certificate of Occupancy for the Covered Project. In its review of records of a construction project submitted to demonstrate compliance with these steps, the Commission shall take into consideration any affirmative action outreach programs and affirmative action job

training programs of the particular trades participating in the Covered Project.

As to Developers:

(x) Developers of Covered Projects shall incorporate in every general construction contract or construction management agreement an enumeration of the Standards and shall impose a responsibility upon any such general contractor or construction manager to take all steps enumerated in clauses (i) - (ix) in Section One (1) and to incorporate such Standards in all subcontracts and impose upon all subcontractors the obligation to take such steps.

(xi) The developer shall meet with the contractor no less frequently than weekly throughout the period of construction of the Covered Project to review the contractor's compliance with such Standards and steps. The developer shall maintain minutes of such meetings and shall forward a copy of such minutes to the Mayor's Office of Jobs and Community Services within ten (10) days of each such meeting.

(xii) The developer shall comply with the escrow deposit requirements of Section Eight hereof.

(2) "Boston Employment Commission", hereinafter "Commission." There shall be in the City a Commission known as the Boston Employment Commission, consisting of seven (7) members, all appointed by the Mayor. The Commission shall have the powers and duties set forth in Section Three herein. The members of the Commission shall be deemed special municipal employees for purposes of Chapter 268A of the Massachusetts General Laws.

(3) "Boston Resident." Any person for whom the principal place where that person normally eats and sleeps and maintains his or her normal personal and household effects is within the city limits of the City of Boston.

(4) "Boston Residents Construction Employment Standards." The standards as contained below:

(i) At least fifty percent (50%) of all Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by Boston Residents;

(ii) At least twenty-five percent (25%) of all

Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by Minority Persons;

(iii) At least ten percent (10%) of all Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by women.

(5) "Boston Resident New Hire Goals" The Commission will determine baseline hiring goals for Boston residents, minorities and women, such determination to be based upon a consideration of:

(i) current workforce composition;

(ii) the composition of the workforce that is unemployed;

(iii) numbers and categories of new job opportunities being created in Boston; and

(iv) an examination of employment trends in Boston over the last 5 years.

The Commission shall reevaluate annually, and modify if appropriate, such goals based upon the number of permanent full-time equivalent new hires of Boston residents, minorities and women during the previous calendar year.

(6) "Covered Projects." All projects, contracts, or

AN ORDINANCE

agreements within the jurisdiction of:

(i) the Boston Residents Jobs Policy, Ordinances of 1983, Chapter 30 (hereinafter referred to as "Jobs Ordinance") and for which the contract or agreement is executed after the effective date of this ordinance; and

(ii) any new construction or substantial rehabilitation project in the city to which any partial or full building permit has not already been issued for this specific construction or rehabilitation, dedicated to a retail, restaurant, and/or institutional use as defined in the Boston Zoning Code, which requires approval by the Zoning Board of Appeals and in which it is proposed to erect a structure or structures having a total gross floor area (exclusive of all accessory parking garage space) in excess of one hundred thousand (100,000) square feet or to enlarge or extend a structure or structures so as to increase its (or their) gross floor area (exclusive of all accessory parking

garage space) by more than one hundred thousand (100,000) square feet or to substantially rehabilitate a structure or structures having, or to have, after rehabilitation, a gross floor area (exclusive of accessory parking garage space) of more than one hundred thousand (100,000) square feet.

(7) "Major Employer." Any corporation, partnership, individual, or institution which employs more than five hundred people to work within the City of Boston.

(8) "Mayor's Office of Jobs and Community Services," hereinafter "OJCS". The agency within the City of Boston government responsible for compiling compliance information in accordance with the Boston Residents Construction Employment Standards and the Minority Business Enterprise/Women's Business Enterprise Programs.

(9) "Minority Business Enterprise" ("MBE") A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more minority persons.

(10) "Womens Business Enterprise" ("WBE") A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more women.

(11) "Minority Person" or "Minority". Any person who is Black, Hispanic, Asian, or Native American, as these terms are defined by the United States Census Bureau.

(12) "Permanent Job." Any full-time position, or its equivalent, that an employer would fill year-round and continue to fill indefinitely in a particular location.

(13) "Skills Bank." A job screening and referral bank maintained by OJCS, which shall refer residents to available jobs and/or to appropriate training programs, including but not limited to, programs offered at the Hubert Humphrey Occupational Resource Center.

(14) "Voluntary Employment Plan." Any plan to promote hiring for jobs in Boston of Boston residents, minorities, and/or women developed by a Major Employer or a group of Major Employers.

(15) "Worker-Hours." The sum total of all hours worked by all persons performing construction work.

SECTION TWO: Scope of Jurisdiction

The Commission's jurisdiction shall extend to: (1) Covered Projects and (2) assistance in the formulation and monitoring

of Voluntary Employment Plans.

SECTION THREE: Powers and Duties

A. Covered Projects

(1) The Commission shall make determinations as to compliance by developers and contractors with the Boston Residents Construction Employment Standards. The Commission shall gather and receive compliance information from OJCS, investigate noncompliance complaints, make compliance determinations and, where appropriate, shall recommend sanctions to the awarding or contracting authority. The Commission may gather compliance information at any time and shall make compliance determinations in phases for each Covered Project in accordance with Sections Five, Six and Seven herein. For projects under construction upon the passage of this ordinance, all existing contracts and agreements shall remain in full force and effect and the provisions of this ordinance shall not otherwise apply.

(2) The Commission shall have the authority to require developers of Covered Projects to submit: (i) detailed plans which show how the developer intends to meet the Boston Residents Construction Employment Standards; and (ii) detailed plans which show how the developer intends to meet MBE/WBE goals contained in or applicable to City contracts.

(3) In the review of such detailed plans, the Commission shall consider any affirmative action outreach programs and affirmative action job training programs of the particular trades participating in the Covered Project and participation, if any, of the developer or the contractor in any such program.

(4) The Commission shall monitor MBE/WBE goals contained in or applicable to City contracts. The Commission shall receive compliance information from OJCS and shall recommend to the awarding or contracting authority appropriate remedies for

noncompliance.

(5) The Commission shall monitor Davis-Bacon Act requirements contained in City agency or authority contracts. The Commission shall receive complianceinformation and shall forward any information concerning apparent noncompliance to appropriate federal agencies.

B. Voluntary Employment Plans

(1) The Commission shall meet with a group of representatives of Major Employers to review voluntary aggregate hiring goals set by said employers.

(2) The Commission shall receive information concerning the success in meeting the voluntary aggregate hiring goals.

The Commission shall encourage a group representing the Major Employers to issue an annual public report on the success of this effort and of voluntary business programs such as Boston Summer Jobs Program, the Boston Compact and BostonWorks.

(3) The Commission shall encourage Major Employers to adopt Voluntary Employment Plans, which promote a collaboration between the public and private sectors to expand employment opportunities for Boston residents, minorities and women. The Commission shall encourage Major Employers to incorporate the Boston Resident New Hire Goals in their Voluntary Employment Plans. The Commission shall advise OJCS and other City agencies of the amounts and types of assistance identified by Major Employers as being necessary to achieve the goals included in their Voluntary Employment Plans. Such assistance may include, but is not limited to, job training, adult literacy and referral services. The Commission may conduct surveys to assess the progress made toward hiring goals as to Boston residents, minorities and women.

C. General

(1) The Commission shall have the authority to promulgate regulations as to matters within the

Commission's purview after public notice and hearing and upon a majority vote of all members.

(2) The Commission shall cause to be created, in conjunction with the Mayor's Office of Jobs and Community Services, a job training program. Said job training program shall be conducted at the appropriate sites which may include the Hubert Humphrey Occupational Resource Center, or its successor, or other appropriate skills training facilities. The purpose of said training program is to provide skills training to any Boston Resident in order to be fully qualified for entry into existing apprenticeship programs or jobs. Subject to appropriation by the Mayor and the City Council, any fines levied against the escrow fund set out in Section Eight shall be for the benefit of this jobs training program and no other.

SECTION FOUR: Composition

The Commission shall be composed of seven (7) members, all of whom shall be appointed by the Mayor. The Commission shall

be representative of the interests of business, minorities, women, organized labor, Boston Building Trades Council, and the Mayor's Jobs Liaison Committee. Members of the Commission shall have demonstrated commitment to equal employment opportunity. All members of the Commission shall be Boston residents or shall maintain their principal place of business in Boston.

(1) Term of Office

Commission members shall be appointed to two-year terms, and members shall serve until their successors are duly appointed. If a vacancy on the Commission occurs before a term expires, that vacancy shall be filled by appointment by the Mayor for the balance of the unexpired term.

(2) Removal

The Mayor may remove a member for just cause by filing a written statement to that effect with the City Clerk. Reasons for just cause shall include but not be limited to a pattern of nonattendance, lack of residency or employment in the City of Boston, noncompliance with the procedures established under Section Five herein, failure to disclose conflicts of interest,

incapacity due to illness, or conviction of a crime. The Mayor's determination that just cause for removal exists shall be conclusive.

(3) Chair

The Chairperson of the Commission shall be designated by the Mayor and shall serve in that capacity for a term of two years.

(4) Quorum

In no event shall a quorum be fewer than four members of the Commission.

(5) Voting

Every vote of the Commission shall require an affirmative vote of no fewer than four (4) members of the Commission.

SECTION FIVE: Procedures

Actions or determinations under Section Seven, Eight or Nine herein shall be taken or made in accordance with the following administrative procedures:

(1) Hearings and Notice to Parties. A party subject to the jurisdiction and recommendation power of the Commission shall be entitled to a hearing and shall

be given at least fourteen (14) calendar days notice of any such hearing directly affecting his or her interests, such notice to be in writing to the party and sent by mail, postage prepaid, first class, to the party's usual place of business.

(2) Method. Decisions to recommend sanctioning a party shall require a majority vote of the Commission. The Commission shall adopt procedures, voted by a majority of all members, to establish the time, place, and manner for its members to meet and vote and for making determinations of compliance and recommendations to awarding authorities or agencies. All protections necessary to fulfill due process requirements shall be incorporated in the aforementioned procedures. Such procedures an any revisions to such procedures shall be submitted in writing to the Mayor and OJCS within twenty-one (21) calendar days of their scheduled adoption.

(3) Public Meetings. The Commission shall be subject to the requirements of the Massachusetts Open Meetings Law, G.L. c.39, §23A-C.

(4) Records.

The Commission shall keep records of its meetings and shall record no less than the following: the time and place of the meeting; the topic(s) discussed at the meeting; members in attendance at the meeting; any votes taken; and any disclosure by members of conflicts of interest. The Chairperson or his or her designee shall maintain such records in a good and legible condition. The records shall be available for inspection by any member of the public upon reasonable notice.

SECTION SIX. Standards for Compliance

The Commission shall use the Boston Residents Construction Employment Standards to monitor compliance of Covered Projects with this ordinance. A Covered Project shall be deemed to be in compliance if (1) the statistical monitoring data at the relevant determination date, as set forth in Section Seven hereof shows compliance with the Boston Residents Construction Employment Standards; or (2) if the Commission determines that Best Efforts have been made to comply with the Boston Residents

Construction Employment Standards.

SECTION SEVEN: Determination of Compliance

The Commission shall make determinations as to compliance by developers and contractors of Covered Projects with the Boston Resident Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:

(1) When the Covered Project is 25, 50, 75 and 100 percent complete, or,

(2) Every three months from the date of commencement of the Covered Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the project. The Commission shall monitor that percentage and shall include it in its monitoring reports.

SECTION EIGHT: Establishment of Escrow Fund

An escrow fund shall be established for each project which is a Covered Project, as defined in Section One (6)(ii) herein. Payment into the escrow fund shall be made by the developer when the developer secures permanent financing for

the Covered Project. The developer shall pay into the escrow fund an amount equal to one-tenth of one percent (.1%) of the total construction cost of the project as stated in the building permit application for the Covered Project; provided, however, that if either the developer or contractor has been subject to a determination of noncompliance at more than two determination dates in any prior Covered Project in which they have participated in the preceeding twenty-four months, the amount of the escrow fund required for the Covered Project shall be two-tenths of one percent (.2%) of such construction cost. The developer shall deposit these funds with an escrow agent agreed upon by the parties pursuant to an escrow agreement to which the Commission, the awarding or contracting agency and the developer are parties, who shall hold said fund for the purpose of satisfying any accrued fines levied in relation to a project.

The escrow agent, at the time of deposit into the escrow account, shall deduct all fines which have accrued against the fund to that date. There shall be a written escrow agreement detailing the terms under which the escrow funds are held.

Such agreement shall provide, at a minimum, that any demand for payment from the escrow account which is made upon the escrow agent by the awarding or contracting authority shall be made in writing and shall be accompanied by a written statement of the reason for such demand, including any factual findings supporting such reason. The demand shall further instruct the escrow agent that he/she is to take no action on the demand for at least forty-eight (48) hours after receipt. A copy of the demand shall be simultaneously served upon all other parties to the escrow agreement.

Interest, if any, accrued by the fund, shall remain in and become a part of the escrow fund until such time as the fund shall be released. When all necessary permits for the use of the building have been issued to the developer, including but not limited to an occupancy permit and a finding of compliance has been made by the Commission, all monies in the escrow fund, including any accrued interest, shall be released and returned to the developer.

SECTION NINE: Sanctions

The Commision shall have the authority to recommend to the

awarding or contracting agency that sanctions against the developers and contractors of Covered Projects be imposed for noncompliance with the Boston Residents Construction Employment Standards and/or for non-compliance with section Three (A)(2) of this ordinance. The Commission shall recommend the imposition of any or all three of the following sanctions:

(1) Fines to a maximum of three hundred dollars ($300.00) for each violation as determined by the Commission when such developer or contractor was not in compliance, as defined in Section Six, each day of non-compliance to be considered as a separate violation, to be levied against the escrow fund as established by Section Eight herein, provided that fines may still be levied and will still be due if the escrow account is exhausted;

(2) Preclusions from the award of municipal contracts and competitions for public development rights for a period of up to three (3) years, provided that this sanction may only be recommended at the

completion of the Covered Project; or

(3) Sanctions as authorized by the Jobs Ordinance or incorporated in contracts.

The recommendation of sanctions under this section shall not preclude and shall be in addition to any action or sanction authorized by contract or agreement or otherwise authorized by law.

SECTION TEN: Staffing

The Commission shall have staff consistent with the Commission's purpose. The Director of OJCS shall be the Executive Director of the Commission, provided, however, that said Director shall be wholly compensated for his/her duties as Director from the budget of OJCS.

SECTION ELEVEN: Conflicts of Interest

No member shall appear before the Commission or represent any person, firm, corporation or other entity in any matter pending before the Commission. Members shall not participate in a discussion or a decision of the Commission on any matter in which they are directly or indirectly interested in a personal or a financial sense. Any disclosure of conflict of

interest shall be entered into the records of the Commission.

SECTION TWELVE: Severability

The provisions of this ordinance are severable, and if any provision shall be held invalid or unconstitutional by a decision of any court of competent jurisdiction such invalidity shall not impair, or otherwise affect, any other provisions of this ordinance.

SECTION THIRTEEN: Effective Date

This ordinance shall take effect 30 days after enactment.

EXHIBIT B

PROJECTED WORKFORCE FORM

Project: _____

_____

Contractor: _____ GEN ____ SUB____

Address: _____

Date Submitted: _____

PROJECTED WORKFORCE:

TRADE	NUMBER OF PROJECTED PROJECT WORKERS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL: _____

Signature: _____
Company Official

Exhibit C

RESIDENCY VERIFICATION FORM

Project:_____

Contractor or
Subcontractor:_____

To be completed by Employee:

Name of Employee:_____

Employee's Residential
Address:_____

I hereby state under the pains and penalties of perjury that the foregoing information is true.

Signature
of Employee:_____

Date:_____

To be completed by Contractor or Subcontractor:

The foregoing information was verified by the following:

Driver's License _____
Utility Bill _____
Rent Receipt _____
Return Mail
Receipt _____
Other
(Please Specify) _____

The foregoing information was not verified: _____

Signature of Contractor
or Subcontractor:_____

Date:_____

Exhibit D

WEEKLY UTILIZATION FORM

PERCENT COMPLETED PROJECT DATE OF COMP

WEEK OF:_____ TO:_____

Name of Contractor ( ) or Subcontractor ( )

_____

Address:_____

_____

Project or Contract No._____

CODES: 1. Caucasian
2. Black
3. Hispanic
4. Asian
5. Other

Name and Address	SEX M/F	Work Classificatio	Ethnicity (See Codes)	OT ST	S	M	T	W	TH	F	S	Tot Hou
					Hours Worked Each Day							
				O								
				S								
				O								
				S								
				O								
				S								
				O								
				S								
				O								
				S								

Name & Title Signature Date

Exhibit E

MANNING REQUEST FORM

To:_____

From (Name of Contractor or Subcontractor):_____

Name of Project:_____

Please be advised that construction of the above referenced Project is subject to the Boston Residents Construction Employment Standards which are as follows:

At least fifty percent (50%) of all worker-hours on a craft by craft basis shall be worked by Boston Residents;

At least twenty-five percent (25%) of all worker-hours on a craft by craft basis shall be worked by Minority Persons;

At least ten percent (10%) of all worker-hours on a craft by craft basis shall be worked by women.

Please refer to Chapter 12 of the Ordinances of 1986 for the City of Boston for a more complete description of such standards.

In fulfilling manning requests made by the undersigned for qualified construction workers to be employed in construction of the Project, please refer such workers in the same proportion as such Boston Residents Construction Employment Standards.

Complete only if applicable:

At the time of this request, our work force composition is not in proportion to such Boston Residents Construction Employment Standards. Therefore, to help us meet such standards, in fulfilling this manning request please refer such workers in the following proportions:

Boston Residents: _____ percent

Minority Persons _____ percent

Women _____ percent

Signature of Contractor or Subcontractor:_____

MEMORANDUM DECEMBER 18, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR DEVELOPMENT AND URBAN DESIGN
MITCHELL L. FISCHMAN, SENIOR PROJECT COORDINATOR-BACK BAY

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND DEVELOPMENT PROJECT IMPACT AGREEMENT FOR 420 BOYLSTON STREET

A.W. Perry, Inc. (the "Developer") requests approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") for the rehabilitation of and addition to 420 Boylston Street, on the parcel containing approximately 17,788 square feet located on the southern side of Boylston Street between Arlington and Berkeley Streets (the "Project"). The Project will include approximately 100,765 square feet of office space and 12,965 square feet of retail space on the ground floor. The Project will include construction of a covered atrium, an infill along the service alley side of the building, and construction of a one-story penthouse behind a reconstruction of architectural balustrades removed in the 1930's. When the Project is complete, the building at 420 Boylston Street, including a penthouse addition, will be approximately 95 feet in height, less than the 120 feet height limitation imposed by the Boylston Street Interim Planning Overlay District ("IPOD"), but the parapet will not be set back 15 feet above a height of 90 feet, as required by the IPOD. Thus, the Project will slightly exceed the parapet setback requirement of the IPOD.

The Project has undergone extensive design review by Authority staff and schematic design drawings have been approved.

The Boston Landmarks Commission, which has previously designated the Project building as a landmark, has approved the Project. A copy of the Commission's approval is submitted to the Board with this memorandum.

The Neighborhood Association of the Back Bay is in support of the Project. The Association has stated that a representative of the Association will present a letter of support, based upon certain undertakings of the Developer, at the hearing on the Project.

Construction of the Project is scheduled to begin in January, 1987 with project completion anticipated in November 1987. It is estimated that approximately 250-300 construction jobs will be generated by the renovation of 420 Boylston Street. Upon

completion 420 Boylston Street will house approximately 575-700 permanent employees.

Under the DIPP and the Agreement the Developer will make a Housing Contribution of approximately $68,650 by a housing payment in order to develop low and moderate income housing in the City. The Developer will also make a Jobs Contribution of approximately $13,730 by a jobs payment to be used for the creation of a jobs training program for workers who may be employed, on a permanent basis, at the Project.

The Developer has agreed to submit a Transportation Access Plan for review by the City of Boston's Traffic and Parking Department and BRA staff. Final project approval is contingent upon the Developer's commitment to an Access Plan acceptable to the Director.

The Developer has agreed to make available the sum of Seven Thousand Five Hundred Dollars ($7,500.00) for the purpose of implementation of the Back Bay Transportation Management Improvement Work Plan or such other improvement to the Back Bay section of Boston as determined by the Authority and the Applicant, in consultation with community groups.

The Developer proposes to improve sidewalks adjacent to the Project building on Boylston, Berkeley and Providence Streets. Such improvements will be consistent with the recommendation of the Boylston Street Improvements Study.

The Developer has also requested that the Board of Appeal determine that the Project is not subject to Article 28 of the Zoning Code. That article of the Zoning Code establishes the Boston Civic Design Commission ("BCDC") and vests the BCDC with the responsibility to review the schematic design of certain categories of development proposals. In that the BCDC has as yet to be constituted and the Authority has reviewed and now desires to approve the schematic plans, we recommend that the Board of Appeal make an interpretation that the provisions of Article 28 are not applicable to the Project since it has been granted schematic design approval by the Authority prior to the BCDC being duly constituted with all of its Commissioners and having had its first organizational meeting.

The project is located in the Boylston Street Interim Overlay Planning District ("IPOD") and therefore requires an IPOD Planning Permit. In addition, because the project includes certain minor variations from the requirements of the IPOD and the Boston Zoning Code, which do not deviate from the spirit of the IPOD or the Code, the project requires a variance from the parapet setback requirements of the IPOD and a variance from the off-street loading dock requirements of the Zoning Code.

We therefore, recommend that the Authority approve the attached DIPP and authorize the Director to execute the Agreement as requested by the Developer.

Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for 420 Boylston Street in the Back Bay area of Boston, presented at a public hearing duly held at the offices of the Authority on December 18, 1986, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code, as amended; and further

VOTED: That pursuant to the provisions of Article 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 420 Boylston Street. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan, 420 Boylston Street, Boston, Massachusetts" dated December 18, 1986 and in a series of schematic drawings listed in said document; said document and plans shall be on file on the office of the Director of Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, in substantially the form attached hereto, with A.W. Perry, Inc., the developer of 420 Boylston Street (the "Developer"), with such changes as the Director of the Authority deems appropriate and in the best interest of the Authority, and to certify in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan, and that the Developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

VOTED: That the Authority acknowledges that the Developer has pledged to make available the sum of Seven Thousand Five Hundred Dollars ($7,500.00) for the purpose of implementation of the Back Bay Transportation Management Improvement Work Plan or such other improvment to the Back Bay section of Boston as determined by the Authority and the Applicant, in consultation with

community groups, which sum shall be available for use for the aforementioned purposes on and after the date of issuance of the final building permit for the Project.

VOTED: That in reference to the petitions to be brought by A.W. Perry, Inc. for an Interim Planning Permit and variances as listed in the Development Impact Project Plan for 420 Boylston Street, which is approved by the Authority today, the Boston Redevelopment Authority find that the Plan complies with the goals as outlined in Section 27B-5 of the Zoning Code, and recommends approval provided that the Authority and the Developer have entered into a Development Impact Project Agreement with the Authority and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan and that plans include a Transportation Access Plan. The Authority further recommends that the Board of Appeal make an interpretation that the provisions of Article 28 are not applicable to the Project since it is has been granted schematic design approval by the Authority prior to the BCDC being duly constituted with all of its Commissioners and having had its first organizational meeting.

A.W. PERRY, INC.
REALTORS • SINCE 1884

December 18, 1986

Mr. Robert L. Farrell, Chairman
Boston Redevelopment Authority
City Hall
Boston, MA 02109

Re: 420 Boylston Street

Dear Chairman Farrell:

A. W. Perry, Inc. has been the owner of The Berkeley Building, located at 420 Boylston Street in the Back Bay section of Boston, for over forty years. A. W. Perry, Inc. hereby advises you that in connection with its planned rehabilitation of that building, which rehabilitation will include cleaning and restoring the terra cotta facade, recreating the balustrade originally located at the roofline of the building, and adding an additional story to the building to support the balustrade, we have agreed, in the Development Impact Project Agreement submitted to the Authority, to make available the sum of Seven Thousand Five Hundred Dollars ($7,500.00) for the purpose of implementation of the Back Bay Transportation Management Improvement Work Plan or such other improvement to the Back Bay section of Boston as determined by the Authority and A. W. Perry, Inc., in consultation with community groups. Such sum shall be available for use for these purposes on and after the date of issuance of the final building permit for the Project.

A. W. Perry, Inc., as a long term business neighbor in the Back Bay, is pleased to make this contribution to facilitate action ameliorating traffic problems in the area. Merchants, businesses and the neighborhood will benefit from the economic and social vitality of Boylston Street as enhanced by prompt attention to such traffic and parking problems.

Very truly yours,

A. W. PERRY, INC.

By: _____
Vice President

TWENTY WINTHROP SQUARE • BOSTON MASSACHUSETTS 02110 • TELEPHONE 617-542-3164

The Neighborhood Association of the Back Bay, Inc.

Officers:
Paul Demakis
Chairman
Dennis Quilty
President
Fritz Casselman
Vice-Chairman
Beverly Bangs
Vice-President
Ellen O'Connor
Secretary
Jack Webb
Treasurer

Directors:
Jay Aleck
Mintoo Bhandari
Richard Brayley
Nancy Brickley
Ann Bromberg
Marianne Castellani
[redacted] Cole
[redacted] Collier
Francine Crawford
Robert Del Col
Fran Duffly
Karen Finnegan
Russell Gaudreau
Lorie George
Ed Godfrey
Virginia Hall
William Hicks
Robert Johnson
Warren Johnson
Jim Knox
Rosanne Kumins
Elliott Laffer
Dan Logan
Robert MacArthur
D. Lloyd Macdonald
Fred Mauet
Wendy Pannebaker
Peter Papesch
Kathleen Philbin
Paul Prindle
Susan Prindle
Maureen Rooney
Mildred Rothstein
Lucia Runyon
Arthur Stavaridis
[redacted] Swanson
Jacivn Thaver
Stella Trafford
Marian Ullman
Burt Wolfman

Administrative Coordinator:
David Novak

BY HAND

December 18, 1986

Boston Redevelopment Authority
Boston City Hall
9th Floor
Boston, MA

Gentlemen:

This is to advise you of the position of The Neighborhood Association of the Back Bay, Inc. (NABB) with respect to the proposal by A.W. Perry, Inc. to rehabilitate 420 Boylston Street, Boston. This proposal seeks your approval of a Development Impact Project plan.

The principal concern of NABB is that the proposed project exceeds the ninety foot height limit established by the applicable Interim Planning Overlay District. We are persuaded that such is appropriate in this instance based upon the following factors:

- Approximately 80% of the height of the additional floor proposed to be added to the building is attributable to the restoration of the balustrade, which we consider to be a significant architectural addition to the Back Bay.

- The visibility of the roof line of the addition above the restored balustrade is less visible from the street than would be a maximum as-of-right addition.

- A.W. Perry, Inc. has agreed with NABB not to construct any additional stories on the building - essentially agreeing not to seek to build an as-of-right structure in the future.

- The overall exterior restoration plan, including the back of the building, will preserve and improve an important Back Bay building.

THE NEIGHBORHOOD ASSOCIATION OF THE BACK BAY, INC.

These special circumstances in our view justify permitting the addition within the IPOD. We request that in improving the Development Impact Project plan, the Authority specify that additional stories not be added to the building at a later time. Furthermore, we remind the Authority that the term of the IPOD expires in the spring of 1987 and urge that all reasonable steps be taken to put permanent zoning in place in a timely fashion. We also request that, in the event the developer shall make a voluntary contribution toward improving transportation in the Back Bay, that such funds be used to initiate the work plan which has been the subject of discussions between the Department of Transportation and NABB.

We appreciate the consideration which the Authority has shown to NABB with respect to this project.

Very truly yours,

THE NEIGHBORHOOD ASSOCIATION
OF THE BACK BAY, INC.

Frederick V. Casselman
Vice Chairman

FVC/bg

314 COMMONWEALTH AVENUE, BOSTON, MA 02115, 247-3961

Boston
Landmarks
Commission
Environment Dep't
City Hall, Boston
Massachusetts 02201
(617) 725-3850

December 15, 1986

BOSTON LANDMARK: BERKELEY BUILDING
(1905; Codman and Despradelle, architects)

CERTIFIED MAIL

Mr. A. Maxwell Beal
President
A. W. Perry, Inc.
20 Winthrop Square
Boston, MA 02110

NOTICE OF DECISION — CERTIFICATE OF DESIGN APPROVAL
Application #91-86.1
414-426 BOYLSTON STREET (Ward 5)

Dear Mr. Beal:

At a meeting held in Boston City Hall on December 9, 1986, the Boston Landmarks Commission reviewed and subsequently voted to approve your application for a Certificate of Design Approval for the full rehabilitation of the Berkeley Building (as illustrated in the drawings on file dated 10-17-86) with the understanding that the proposed construction of a one-story penthouse and roof-top balustrade could be omitted from the project if the applicant fails to receive final approvals for that work from the Boston Redevelopment Authority and from the Board of Appeal.

The specifics of this approval include:

Boylston Street Elevation

1. Cleaning, repointing, and repairing (including some replacement with cast stone) of the glazed terra cotta surfaces;
2. Repainting of the wood-framed windows in a green value similar to the original (or documented early) condition;
3. Restoration of the wood-constructed pivoting windows (to replace the existing metal-framed deadlights);
4. Restoration of the original recessed shopfronts by reproducing the configuration and design elements presently at the shopfronts at nos. 414 and 416 Boylston Street;
5. Replacement paving with granite pavers along the perimeter of the building and bordering the street curb;
6. Reconstruction of the recessed central entryway using decorative metal work and design elements adapted from the original treatment.

Berkeley Street

1. A restoration (in concept) of the five street-level shopfronts; and
2. Installation (in concept) of a replacement window spandrel system on the upper elevations (with the understanding that this work may occur at a future time beyond the scope of the pending rehabilitation project).

Arlington Street

1. Introduction of new openings, arranged symmetrically, for transomed windows; and
2. Application of a stuccoed finish on the east wall.

Providence Street

1. Construction of a six-story, two-bay infill of the existing light well using a grid system of porcelain enameled panels and transomed windows (with the plane of this wall to be slightly recessed behind that of the original elevation);
2. Addition of a horizontal run of louvered air-handling vents (with an anodized or painted finish) beneath the terra cotta frieze (at street elevel); and
3. Addition of a new entryway and glazed window system at street level.

Penthouse Addition

1. Construction of a large hipped skylight enclosure (over a central atrium) and a series of smaller individual hipped skylights;
2. Addition of a cooling tower and an elevator machine room (approximately 18' x 50' in size) to be located behind the central skylight and parallel to Providence Street; and
3. Construction of a full story penthouse structure with a clear glass curtain wall and a structural system supporting a pinnacled balustrade (to be executed out of glass fiber reinforced plastic and designed to simulate the original Gothic-inspired balustrade).

The understanding of the commission is that the following items shall be presented to its Design Review Committee for future review and approval:

1. The assembly of the balustrade (including details about its finish and its mounting);
2. Shop drawings to document the restoration of a typical shopfront and of the recessed central entryway;
3. A design for the replacement window spandrels;
4. The cladding material on the mechanical room and cooling tower; and
5. A general sign plan for the shopfronts and with details about exterior illumination.

12/18/86

BOSTON REDEVELOPMENT AUTHORITY

FACT SHEET

The Berkeley Building
420 Boylston Street
Boston, Massachusetts

DEVELOPER: A.W. Perry, Inc., 20 Winthrop Square, Boston, Massachusetts 02110

ARCHITECT: James Alexander, Notter Finegold and Alexander, 77 North Washington Street, Boston, Massachusetts 02114

SITE DESCRIPTION: The land and building thereon at 420 Boylston Street, bounded by Boylston, Berkeley and Providence Streets and the westerly sideline of 410 Boylston Street. The site contains approximately 17,788 square feet of land and the building presently on the site contains approximately 93,275 square feet of retail and office space in a six story structure, constructed in 1905, with a glazed terra cotta facade. The project is located in the Boylston Street Interim Planning Overlay District ("IPOD"), the Boylston Street historic district, and has been designated a Boston landmark.

PROJECT DESCRIPTION: The glazed terra cotta facade along each of the bounding streets shall be restored after eight decades of weathering. A roof-top balustrade, originally installed on the building but removed approximately 50 years ago, will be rebuilt, supported by new seventh floor penthouse construction. An airwell extending from the second floor will be lowered to the first floor and enclosed at the roof by a skylight, creating a seven story atrium. A portion of the airwell, consisting of approximately one-third of the frontage on the Providence Street service side of the building, will be reconstructed, providing new elevator shafts and circulation patterns suitable for contemporary office uses. The gross floor area of the building shall be increased from 93,375 square feet to 113,730 square feet, with the retail gross floor area decreasing from 14,063 square feet to 12,965 square feet. Retail uses of four existing

tenants will not be interrupted during the reconstruction. All office floors are currently vacant, the tenants having been relocated to the Boston Design Center developed by the Boston EDIC. The building will not exceed a height of 95 feet to the parapet, excluding a portion of the Boylston Street balustrade. Where possible, the first floor retail store fronts shall be restored to an original design.

ESTIMATED CONSTRUCTION TIME: Construction shall begin in January, 1987 with completion scheduled fro November, 1987.

PROJECTED NUMBER OF EMPLOYEES: Approximately 575 to 700 permanent employees will work in the building. Approximately 250-300 construction jobs will be created. The Developer has submitted to the Director of the Boston Redevelopment Authority a plan detailing plans to ensure that its construction manager, and those supervised by the construction manager, meet the following standards:

1. At least 50% of total construction employee hours will be by Boston residents;

2. At least 25% of construction employee hours will be by minorities,; and

3. At least 10% of construction employee hours will be by women.

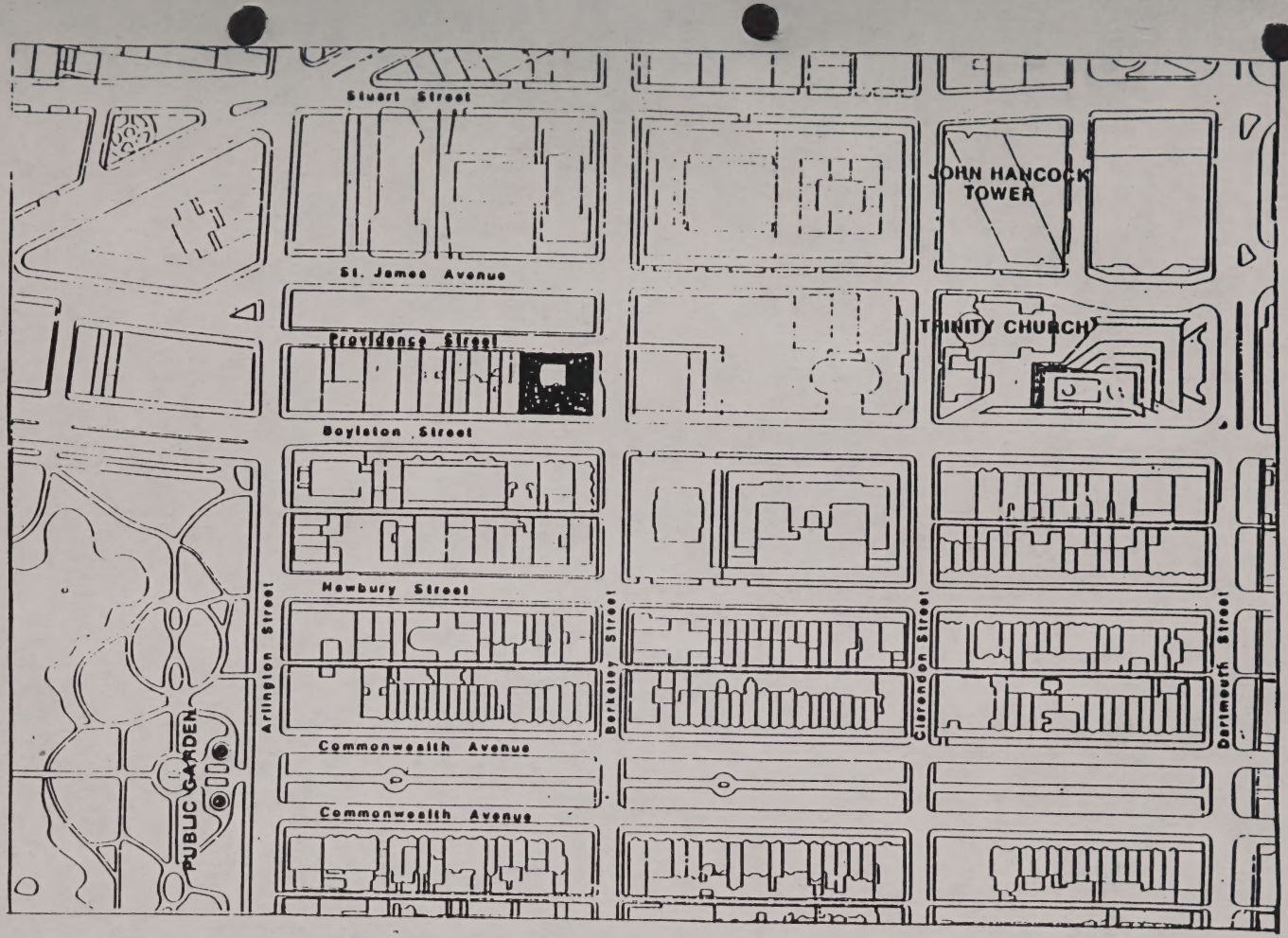
DEVELOPMENT IMPACT PROJECT CONTRIBUTION: The Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority calling for a total Development Impact Project contribution of approximately $96,110.

ZONING RELIEF REQUIRED: A Planning Permit under the Boylston Street Interim Planing Overlay District is required. Variances from the parapet setback limitation of the IPOD and loading dock requirements of the Zoning Code are required. The height of the parapet will not exceed 95 feet and will not include any setback; the IPOD requires a parapet setback of 15 feet above a height of 90 feet. One loading dock is required for the building when renovated, because of the

increase in its square footage. The existing structure does not permit construction of off-street loading facilities which comply with the Boston Zoning Code. Loading facilities will be adjacent to Providence Street, the existing service alley between Boylston and St. James Streets. An application will be submitted to the Zoning Board of Appeal on the requested permit and variances.

REGULATORY AND COMMUNITY APPROVALS:

The Developer has received approval of the Project from the Boston Landmarks Commission. The Developer has met with representatives of several neighborhood and preservation organizations, including the Boston Preservation Alliance, the Neighborhood Association of the Back Bay, and the Massachusetts Historic Commission.



LOCATION PLAN